



CONTRACTUAL DOCUMENTS

**GEORGETOWN COUNTY WATER & SEWER DISTRICT
PAWLEYS ISLAND, SOUTH CAROLINA**

MANDATORY PRE-PROPOSAL CONFERENCE ON OCTOBER 15, 2020

**MOWING AND/OR BUSH HOGGING SERVICES FOR VARIOUS WATER AND
SEWER LINE EASEMENTS, OWNED BY GEORGETOWN COUNTY WATER
AND SEWER DISTRICT, AND LOCATED IN GEORGETOWN COUNTY**

PROPOSALS DUE November 3, 2020

TABLE OF CONTENTS

1. Request for Proposals
 2. Scope of Services
 3. Instructions to Proposers
 4. Technical Specifications
 5. Cost Proposal Form
 6. References
 7. Notice of Selection
 8. Notice of Award
 9. Agreement
 10. Checklist for Proposal Package
- EXHIBIT A: Drug Free Workplace Act: §44-107-30, Code of Laws of South Carolina, 1976, as amended
- EXHIBIT B: Aerial Photographs/Maps of Sites Requiring Service

REQUEST FOR PROPOSALS

Georgetown County Water and Sewer District

PROJECT: **MOWING AND/OR BUSH HOGGING SERVICES FOR VARIOUS WATER AND SEWER LINE EASEMENTS, OWNED BY GEORGETOWN COUNTY WATER AND SEWER DISTRICT, AND LOCATED IN GEORGETOWN COUNTY**

OWNER: **Georgetown County Water and Sewer District
456 Clearwater Drive
PO Drawer 2730
Pawleys Island, SC 29585**

PRE-PROPOSAL CONFERENCE **MANDATORY** pre-proposal conference to be held on October 15, 2020, at 9:00 AM at the Pawleys Island Administration Building, above address.

RECEIPT OF PROPOSALS: Sealed proposals for water and sewer line easement clearing services will be received until 2:00 PM on November 3, 2020 at 2:00 PM.

OWNER'S RIGHTS: The District reserves the right to waive any informalities in the proposal process and to reject all proposals if it is in the District's best interest to do so. Unless all proposals are rejected, award will be to the highest scoring, respondent, based on evaluation criteria as described herein.

SCOPE OF SERVICES

Georgetown County Water and Sewer District

1. Purpose

The purpose of this Request for Proposal is to enter into a contract with a qualified firm for providing **MOWING AND/OR BUSH HOGGING SERVICES FOR VARIOUS WATER AND SEWER LINE EASEMENTS, OWNED BY GEORGETOWN COUNTY WATER AND SEWER DISTRICT, AND LOCATED IN GEORGETOWN COUNTY**, South Carolina, in accordance with the terms and conditions of the Request for Proposal.

2. Supplies

The Contractor shall furnish all supplies necessary for the work of this contract.

3. Equipment

The Contractor is to furnish all equipment in sufficient quantity to provide the proper clearing of water and sewer line easements identified in the specification section of this document.

4. Quality of Workmanship

All work shall be quality work performed according to the standards of the industry, and to the complete satisfaction of Georgetown County Water and Sewer District.

5. Clearing Service Frequencies and Locations

Easement clearing services shall be performed Monday through Saturday, between the hours of 8:00AM and 6:00PM. A complete list of service locations is included in the Technical Specifications.

INSTRUCTIONS TO PROPOSERS

1. Pre-Proposal Conference

A **MANDATORY** pre-proposal conference will be held at the Pawleys Island Administration Building located at 456 Clearwater Drive, Pawleys Island, on October 15, 2020 at 9:00 AM. The purpose of the pre-proposal conference is to give potential Proposers an opportunity to ask questions and obtain clarification about any aspects of this Request for Proposal. Failure to attend this pre-proposal conference will deem the candidate unresponsive. **Due to the variability in the work to be performed at each work site, it is highly recommended that proposers become familiar with all work site locations listed in the Technical Specifications prior to attending the mandatory pre-proposal conference.**

2. Contract Period and Renewal:

The contract period will be negotiated based upon the proposer's work plan as described in section 3.4 below.

2.1 The District reserves the right to renew this contract two (2) times, at yearly intervals, for a maximum contract term of three (3) years. These renewals will be based upon the contractor's performance in the preceding year, and include adjustments in accordance with the Consumer Price Index (CPI-U), or other relevant indices and factures.

3. Proposal Components

Questions or clarifications of the requirements or procedures that may arise during the preparation of a response to this solicitation should be addressed in writing to Michael Yip at PO Box 2730, Pawleys Island, SC 29585, or email at michaely@gcwsd.com, no later than October 27, 2020. Verbal inquiries are not permitted.

The Proposer shall submit all information in a clearly defined and legible format. Contents should be arranged in the same order and identified with headings as listed in this Section (3). This information will be considered the **minimum** content of the proposal. **ALL LISTED INFORMATION IS REQUIRED.**

3.1. Contractor Profile

- a. Company Name
- b. Main office address
- c. When organized
- d. If a corporation, when and where incorporated
- e. Office location
- f. Number of employees

3.2. Contractor History – List comparable contracts the Proposer has performed.

- a. Provide an explanation of the type of land clearing.

- b. Estimated dollar amount of contract(s)
- c. Describe the scope of services included in contract(s).
- d. Describe subcontracted services.
- e. Type of contract (i.e. lump sum, time and materials, etc.)
- f. Date of contract; contract term(s)

3.3. **References**

The Contractor shall provide a list of five (5) references of clients who have been, or are currently being provided comparable services. The references should be current to within the past three (3) years. A form is provided for the Proposer's convenience.

3.4. **Proposed Work Plan**

The Proposer must submit a proposed work plan for all work to be performed. The Proposer must present a description of the phases or segments into which the proposed program can be logically divided and performed. This work plan must include the estimated time of completion for the work.

3.5. **Statement of Qualifications**

The statement of qualifications must include a description of organizational and staff experience.

- a. Organizational Experience: Proposers must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience similar to the Scope of Services anticipated by this work effort. Identify the specific project managers, foremen and/or team leaders to be assigned, and an explanation of the experience of each.

3.6. **Equipment**

A list of all equipment that will be used in the performance of work under this contract must be included in the proposal. The list should include the type and quantity of equipment. The equipment must be of sufficient quality to meet or exceed requirements for clearing as specified. All equipment must be in good condition and properly maintained throughout the term of the contract.

4. Pricing

The Agreement will be a lump sum contract based on the sum total of the unit prices selected by the District.

The price will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract. The owner reserves the right to select or omit certain unit price items as seen fit.

5. Submitting Proposals:

- 5.1. Each Proposal must include all components stipulated in Section 3 of this “Instructions to Proposers” document.
- 5.2. **It is the responsibility of each individual Proposer to assure that his Proposal is in the possession of the District prior to the stated time and stated place of the opening.** The District is not responsible for Proposals delayed by mail and/or delivery services of any nature.
- 5.3. Each Proposal must be submitted in sealed packaging, plainly marked on the outside, addressed and delivered to the District as shown below:

Georgetown County Water and Sewer District
Attn: Michael Yip, Operations Director
456 Clearwater Drive
PO Drawer 2730
Pawleys Island, South Carolina 29585

In the lower left corner of the envelope or proposal packaged, the following must be written:

Easement Mowing and/or Bush Hogging Services for GCWSD Water and Sewer Line Easements Located in Georgetown County, South Carolina

Time and Date of submittal: _____

Proposer's Business Name

6. Period that Proposals Remain Valid

Proposals will remain valid for a period of sixty (60) calendar days after the date specified for the receipt of proposals.

7. Modification of Proposals:

Proposals may be modified, in writing, executed, and delivered to the place where proposals are to be submitted, at any time prior to the opening of proposals. Telegraphic modifications of the proposal will not be accepted.

8. Withdrawal of Proposals:

- 8.1. Any Proposer may withdraw his proposal, either personally, or by written request, at any time prior to the scheduled time for opening proposals or authorized postponement thereof.

- 8.2. No Proposer may withdraw his proposal for a period of sixty (60) calendar days after the date set for the opening, thereof, and all proposals shall be subject to acceptance by the District during this period.

9. Disqualification of Proposers:

More than one proposal from an individual, a firm or partnership, a corporation or any association, under the same or different names, will not be considered. Reasonable grounds for believing that any Proposer is interested as a principal in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Proposer is believed to be interested. Any or all proposals will be rejected if there is reason to believe that collusion exists among the Proposers. Contracts will be awarded only to the responsible Proposers capable of performing the class of work contemplated, and having sufficient resources and finances to carry on the work properly.

10. Acceptance or Rejection of Proposals:

The District reserves the right to reject any and all proposals when such rejection is in the best interest of the District.

11. Certification Regarding Drug-Free Workplace:

The contractor certifies that the “drug-free workplace” will be maintained, as defined in Section 44-107 of the Code of Laws of South Carolina, 1976, as amended (Exhibit A).

12. Method of Award:

A Selection Committee will review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall evaluate proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below:

Evaluation Criteria	Points
Experience, past performance and business operations, nature and size of past & current accounts, equipment	20
Reference Check	10
Proposed work plan	10
Total Cost	60
TOTAL POINTS	100

12. Notice of Award

Upon selection of the Contractor with the highest evaluation point total, a Notice of Award will be mailed to the selected Contractor. The Contractor and the District will then, attempt to negotiate a contract within fifteen (15) calendar days of the date of the Notice of Award. In the event the Contractor and the District cannot conclude a satisfactory Agreement within the 15-day negotiation period, the District, at its sole discretion, may terminate the negotiation process, and then begin negotiations with the Contractor with the next highest point total.

13. Execution of Contract:

After the District and Contractor negotiate to the mutual satisfaction of both parties, the District, within ten (10) calendar days of receipt of acceptable Certificates of Insurance, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the District not execute the Agreement within such a period, the Proposer may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the District.

14. Request for Proposal Timeline:

Item	Date	Time	Location
Date of RFP Issue	09-28-2020		
MANDATORY Pre-Proposal Conference	10-15-2020	9:00 AM	Pawleys Island Administration Bldg
Inquiry Deadline	10-27-2020	5:00 PM	
Proposal Submittal Deadline	11-03-2020	2:00 PM	Pawleys Island Administration Bldg
Proposal Opening	11-03-2020	2:00 PM	Pawleys Island Administration Bldg
Committee Completes Review of the RFP's and Makes Recommendation	11-5-2020		
The GCWSD Board of Directors Considers the Committee's Recommendation	11-12-2020		

TECHNICAL SPECIFICATIONS

Georgetown County Water and Sewer District

1. Easement Areas Requiring Clearing Services

The following are unique site identification numbers, site descriptions, and the “911 address” nearest to the site.

	LOCATION	911 ADDRESS (CLOSEST)	SIZE (feet)
1	Pond Rd/Prince Creek	81 Winding River Rd.	115 x 16,000
2	Murrells Inlet	MI WWTP	Inside perimeter of fence
3	Wachesaw East	4480 Fringetree Dr	15 x 135
4	Wachesaw East	14 Tee Box Trail	15 x 450
5	Wachesaw & Wach East	4596 Carriage Run Circle	15 x 450
6	Murrells Inlet Tank Area	1002 Turntable Rd	15 x 556
7	Wachesaw Area	1465 Will-Go Ave	15 x 180
8	South Litchfield Area	105 Midway Dr	15 x 430
9	South Litchfield	149 Litchfield Dr	15 x 730
10	Prince George	279 Midden Lane	15 x 1,700
11	Debordieu	375 Luvan Pl	15 x 1,720
12	Litchfield Tank Area	30 Wisteria Plantation Dr	15 x 1,200
13	Pawleys Retreat	480 Shore Rush Dr	15 x 115
14	Pawleys Area	119 Springfield Rd	500 x 25
15	Pawleys Plantation	2440 Waterford Rd	15 x 50
16	Pawleys Plantation	614 Masters Dr	15 x 70
17	Alston/Arcadia	208 Overland Dr	15 x 3,100
18	Alston	65 Calvert	15 x 620
19	Debordieu	Debordieu WWTP	Inside perimeter of fence
20	River Oaks	605 River Oaks Circle	15 x 315
21	River Oaks	629 Fieldgate Circle	15 x 370
22	Willbrook	467 Heston Points Dr	15 x 820
23	Willbrook	951 Oatland Lake Rd	15 x 150
24	Willbrook	614 Tidewater Circle	15 x 230
25	Willbrook	49 Blackwell Lane	15 x 1,050
26	Willbrook	1622 Willbrook Lane	15 x 340
27	Reserve Club	66 Garden Gate Court	15 x 2,825
28	Westvaco	2 Yadkin Court	15 x 10,000
29	McDonald Area	161 Reed Court	15 x 1,300
30	McDonald Area	199 Player St	15 x 455
31	McDonald Area	51 Player St	15 x 420
32	Brick Chimney Area	293 Gibson St	15 x 1,770

	LOCATION	911 ADDRESS (CLOSEST)	SIZE (feet)
33	Friendfield Area	316 Amelia St	15 x 5,758
34	Airport Area	999 Aviation	15 x 500
35	Wedgfield	97 Daniel Morrall Lane	15 x 1,189
36	Wedgfield	106 Governor Boone Ln	15 x 1,250
37	North Santee	240 Damarka Dr	15 x 1,200
38	Hwy 701	2448 N. Fraser St	15 x 2,200
39	Parsons Garden	99 Garden Ave	15 x 179
40	Parsons Garden	379 Jacobs Ave	15 x 530
41	Pawleys Area	196 March Lane	15 x 125
42	MLK Road Area	1350 Martin Luther King Rd	15 x 820
43	Heritage	467 Heston Point Dr	15 x 820
44	Pawleys Plantation	505 Savannah Dr	15 x 50
45	Petigru	48 Deer Moss Court	15 x 300
46	South Litchfield Area	13138 Ocean Hwy	15 x 1,015
47	Pawleys Area	Coachman Dr/Page Ln	15 x 157
48	DeBordieu	773 Wallace Pate Dr	15 x 7,517
49	Andrews Wire Area	185 Wire Dr	15 x 4,700
50	Litchfield Plantation/River Club	Kings/All Saints	15 x 530
51	Litchfield Country Club	17 Racquet Club Dr	15 x 1,100
52	South Litchfield Area	121 Sea Level Loop	15 x 650
53	Yauhannah Area	20281 N. Fraser St	15 x 1,650
54	Choppee Area	410 Ledan Dr	15 x 500
55	Choppee Area	1683 Postfoot Circle	15 x 140
56	Choppee Area	1419 Postfoot Circle	15 x 1,150
57	Dunbar Area	254 Jobie Classroom Dr	15 x 830
58	Dunbar Area	122 Linen Loop	15 x 780
59	Maryville Area	1209 PennyRoyal Rd	15 x 500
60	Georgetown	Georgetown Office	Area behind office
61	Andrews	51 Hardee Street	15 x 1050
62	Andrews	Hwy 521(9-mile curve to Wire Rd)	15 x 34,000
63	Dunbar	44 Andrew Drive	15 x 825
64	Pawleys Area	97 Otis Drive	15 x 700
65	Georgetown	2779 N. Fraser St	15 x 10,000
66	Litchfield	14427 Ocean Hwy	15 x 1,500
67	Georgetown	Hwy 51 Robert Barker WTP	15 x 15,480
68	Pawleys Area	219 Moss Dale Lane	15 x 182
69	Pawleys Area	17 Club Circle Drive	15 x 62
70	Murrells Inlet	4587 Lilac Place	15 X 170
71	Pawleys Area	Pawleys Office	Outside perimeter of fence
72	Pawleys Area	Pawleys Office Retention Pond 1	Outside perimeter of pond
73	Pawleys Area	Pawleys Office Retention Pond 2	Vegetation of pond

2. Task Detail and Frequencies

- 2.1 The Contractor will mow or bush hog all saplings and other vegetative growth so that the remaining vegetation is even with the surface area, and the site is clear of all debris.
- 2.3 The Contractor will perform the contracted tasks in keeping with the terms of the negotiated agreement, but all work shall be completed no later than March 31, 2021.

3. Supplies

The Contractor shall furnish all supplies necessary for the work of this contract.

4. Equipment

Contractor will furnish all equipment required to perform the services as specified herein.

5. Qualifications of Proposer

- a. Proposer shall have a minimum five (5) years experience in similar contractual endeavors.
- b. Proposer shall have a well-trained and stable workforce.
- c. The Proposer shall present within fifteen (15) calendar days of Notice of Award, evidence of required insurance.

6. Insurance Requirements

Workers Compensation (WC)	Statutory Limits – required in all contracts
Employers Liability – per accident	\$100,000
Bodily injury by accident – per employee	\$500,000
Bodily injury by disease – per employee	\$500,000
Policy limits	\$500,000
Commercial General Liability (CGL)	
Each occurrence	\$500,000
Aggregate Limit	\$500,000

7. Qualifications of Personnel

- 7.1. The Contractor shall have in its employ, at all times, a sufficient number of capable and qualified employees to enable it to properly, adequately, safely, and economically manage this program.
- 7.2. Each employee of the Contractor shall be a citizen of the United States, or an individual who has been lawfully admitted for permanent residence, or has a valid work permit.
- 7.3. Absence of full staffing does not exempt the Contractor from performing all required tasks.

COST PROPOSAL FORM

Georgetown County Water & Sewer District

PROPOSAL FOR: **Water and Sewer Line Easement Clearing Services**

DATE OF OPENING: November 3, 2020

TIME: 2:00 PM

LOCATION: Pawleys Island Administrative Building

The Georgetown County Water and Sewer District reserves the right to accept or reject any or all proposals, or any portion thereof, to waive technicalities, and to award the contract as deemed to best serve the public interest.

By submitting this Proposal, the potential Contractor certifies the following:

- 1) An authorized representative of the firm has reviewed and signed this Proposal;
- 2) Insurance certificates for Worker's Compensation, Commercial General Liability, and Automobile Liability will be produced within fifteen (15) business days following Notice of Award.
- 3) The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been considered and included in the proposed cost.
- 4) All labor costs, direct and indirect, have been considered and included in the proposed cost.
- 5) The Proposer has read and understands the conditions and specifications as set forth in all Contractual Documents, without exception.

	LOCATION	911 ADDRESS (CLOSEST)	Cost
1	Pond Rd/Prince Creek	81 Winding River Rd.	
2	Murrells Inlet	MI WWTP	
3	Wachesaw East	4480 Fringetree Dr	
4	Wachesaw East	14 Tee Box Trail	
5	Wachesaw & Wach East	4596 Carriage Run Circle	
6	Murrells Inlet Tank Area	1002 Turntable Rd	
7	Wachesaw Area	1465 Will-Go Ave	
8	South Litchfield Area	105 Midway Dr	
9	South Litchfield	149 Litchfield Dr	
10	Prince George	279 Midden Lane	
11	DeBordieu	375 Luvan Pl	
12	Litchfield Tank Area	30 Wisteria Plantation Dr	
13	Pawleys Retreat	480 Shore Rush Dr	
14	Pawleys Area	119 Springfield Rd	
15	Pawleys Plantation	2440 Waterford Rd	
16	Pawleys Plantation	614 Masters Dr	
17	Alston/Arcadia	208 Overland Dr	
18	Alston	65 Calvert	
	LOCATION	911 ADDRESS (CLOSEST)	Cost

19	Debordieu	Debordieu WWTP	
20	River Oaks	605 River Oaks Circle	
21	River Oaks	629 Fieldgate Circle	
22	Willbrook	467 Heston Point Dr	
23	Willbrook	951 Oatland Lake Rd	
24	Willbrook	614 Tidewater Circle	
25	Willbrook	49 Blackwell Lane	
26	Willbrook	1622 Willbrook Lane	
27	Reserve Club	66 Garden Gate Court	
28	Westvaco	2 Yadkin Court	
29	McDonald Area	161 Reed Court	
30	McDonald Area	199 Player St	
31	McDonald Area	51 Player St	
32	Brick Chemney Area	293 Gibson St	
33	Friendfield Area	316 Amelia St	
34	Airport Area	999 Aviation	
35	Wedgefield	97 Daniel Morrall Lane	
36	Wedgefield	106 Governor Boone Ln	
37	North Santee	240 Damarka Dr	
38	Hwy 701	2448 N. Fraser St	
39	Parsons Garden	99 Garden Ave	
40	Parsons Garden	379 Jacobs Ave	
41	Pawleys Area	196 March Lane	
42	MLK Road Area	1350 Martin Luther King Rd	
43	Heritage	467 Heston Point Dr	
44	Pawleys Plantation	505 Savannah Dr	
45	Petigru	48 Deer Moss Court	
46	South Litchfield Area	13138 Ocean Hwy	
47	Pawleys Area	Coachman Dr/Page Ln	
48	DeBordieu	773 Wallace Page Dr	
49	Andrews Wire Area	185 Wire Dr	
50	Litchfield Plantation/River Club	Kings River Rd/All Saints	
51	Litchfield Country Club	17 Racquet Club Dr	
52	South Litchfield Area	121 Sea Level Loop	
53	Yauhannah Area	20281 N. Fraser St.	
54	Choppee Area	410 Ledan Ct.	
55	Choppee Area	1683 Postfoot Cl	
56	Choppee Area	1419 Postfoot Cl	
57	Dunbar Area	254 Jobie Classroom Dr	
58	Dunbar Area	122 Linen Loop	
	LOCATION	911 ADDRESS (CLOSEST)	Cost

59	Maryville Area	1209 PennyRoyal Rd	
60	Georgetown	Georgetown Office	
61	Andrews	51 Hardee St	
62	Andrews	Hwy 521 (9 mile curve to Wire Rd)	
63	Dunbar	44 Andrews Dr	
64	Pawleys	97 Otis Drive	
65	Georgetown	2779 N. Fraser (Westvaco)	
66	Litchfield	14427 Ocean Hwy (BiLo)	
67	Georgetown	Hwy 51 Robert barker WTP	
68	Pawleys Area	219 Moss Dale Lane	
69	Pawleys Area	17 Club Circle Drive	
71	Murrells Inlet	4587 Lilac Place	
71	Pawleys Area	Pawleys Office	
72	Pawleys Area	Pawleys Office Retention Pond 1	
73	Pawleys Area	Pawleys Office Retention Pond 2	

Company: _____

Phone: _____

Address: _____

Fax: _____

Email: _____

Submitted By (signature): _____

Signed By (print/type): _____

Title: _____

Dated: _____

REFERENCES

Georgetown County Water & Sewer District

List below at least five (5) references for similar projects, including all information requested. THIS PAGE MUST BE COMPLETED. If Proposers wish to keep their references confidential, this page may be removed from the Proposal package and submitted with the Proposal in a separate sealed envelope marked "REFERENCES – CONFIDENTIAL". The District is not responsible for maintaining the confidentiality of the references unless this procedure is followed.

1) Client

Project Address _____

Approximate \$ Value _____ Date: Started _____ Completed _____

Contact Name: _____ Telephone #: _____

2) Client

Project Address _____

Approximate \$ Value _____ Date: Started _____ Completed _____

Contact Name: _____ Telephone #: _____

3) Client

Project Address _____

Approximate \$ Value _____ Date: Started _____ Completed _____

Contact Name: _____ Telephone #: _____

4) Client

Project Address _____

Approximate \$ Value _____ Date: Started _____ Completed _____

Contact Name: _____ Telephone #: _____

5) Client

Project Address _____

Approximate \$ Value _____ Date: Started _____ Completed _____

Contact Name: _____ Telephone #: _____

Company

Proposal Title

NOTICE OF SELECTION

Georgetown County Water & Sewer District

TO:

SERVICE DESCRIPTION: Water and Sewer Line Easement Mowing Services for GCWSD in Georgetown County, South Carolina.

The District has considered the proposal submitted by you on or before November 3, 2020 for the above-described work in response to its Request for Proposal.

You are hereby notified that your proposal has been selected for negotiations towards the award of the above described contract services.

You are required, by the Instructions for Proposers, to execute this Notice, within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute and return this Notice within fifteen (15) days from this date, the District will be entitled to consider all of your rights arising out of the District's selection of your Proposal as abandoned.

Dated this ____ day of _____, 2020.

Georgetown County Water and Sewer District

By: _____
Raymond E. Gagnon, P.E.

Title: Executive Director / CEO

ACCEPTANCE OF NOTICE

Receipt of this Notice of Selection is hereby

Acknowledged by _____

This the ____ day of _____, 2020

By: _____

Title: _____

AGREEMENT

Georgetown County Water & Sewer District

THIS AGREEMENT, made this _____ day of _____, 2020 by and between the **Owner**

Georgetown County Water and Sewer District
456 Clearwater Drive
PO Box 2730
Pawleys Island, SC 29576

acting through it's Executive Director, hereinafter called "Owner" and the **Contractor**,

hereinafter called "Contractor" for the following project:

WATER AND SEWER EASEMENT CLEARING SERVICES FOR VARIOUS WATER AND SEWER LINE EASEMENT SITES LOCATED IN GEORGETOWN COUNTY.

The Owner and Contractor agree as follows:

Owner GCWSD

Contractor _____

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE**
- 3 CONTRACT SUM**
- 4 PAYMENT**
- 5 INSURANCE**
- 6 GENERAL PROVISIONS**
- 7 OWNER**
- 8 CONTRACTOR**
- 9 CHANGES IN THE WORK**
- 10 TIME**
- 11 PAYMENTS AND COMPLETION**
- 12 PROTECTION OF PERSONS AND PROPERTY**
- 13 CORRECTION OF WORK**
- 14 MISCELLANEOUS PROVISIONS**
- 15 TERMINATION OF THE CONTRACT**
- 16 OTHER TERMS AND CONDITIONS**

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

1. This Agreement signed by the Owner and Contractor
2. Request for Proposal
3. Instructions to Proposers
4. Technical Specifications
5. Cost Proposal Form
6. References
7. Notice of Selection
8. Notice of Award
9. Exhibit A – Drug Free Workplace Act, Code of Law of South Carolina
10. Exhibit B – Aerial Photos/Maps of individual easement sites

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement. The Contractor shall substantially complete the Work, no later than March 31, 2021, subject to adjustment as provided in Article 9 and Article 10.

ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 9, the Contract Sum is:

\$ _____.

	LOCATION	911 ADDRESS (CLOSEST)	Cost
1	Pond Rd/Prince Creek	81 Winding River Rd.	
2	Murrells Inlet	MI WWTP	
3	Wachesaw East	4480 Fringetree Dr	
4	Wachesaw East	14 Tee Box Trail	
5	Wachesaw & Wach East	4596 Carriage Run Circle	
6	Murrells Inlet Tank Area	1002 Turntable Rd	
7	Wachesaw Area	1465 Will-Go Ave	
8	South Litchfield Area	105 Midway Dr	
9	South Litchfield	149 Litchfield Dr	
10	Prince George	279 Midden Lane	
11	DeBordieu	375 Luvan Pl	
12	Litchfield Tank Area	30 Wisteria Plantation Dr	
13	Pawleys Retreat	480 Shore Rush Dr	

Owner GCWSD

Contractor _____

	LOCATION	911 ADDRESS (CLOSEST)	Cost
14	Pawleys Area	119 Springfield Rd	
15	Pawleys Plantation	2440 Waterford Rd	
16	Pawleys Plantation	614 Masters Dr	
17	Alston/Arcadia	208 Overland Dr	
18	Alston	65 Calvert	
19	Debordieu	Debordieu WWTP	
20	River Oaks	605 River Oaks Circle	
21	River Oaks	629 Fieldgate Circle	
22	Willbrook	467 Heston Point Dr	
23	Willbrook	951 Oatland Lake Rd	
24	Willbrook	614 Tidewater Circle	
25	Willbrook	49 Blackwell Lane	
26	Willbrook	1622 Willbrook Lane	
27	Reserve Club	66 Garden Gate Court	
28	Westvaco	2 Yadkin Court	
29	McDonald Area	161 Reed Court	
30	McDonald Area	199 Player St	
31	McDonald Area	51 Player St	
32	Brick Chemney Area	293 Gibson St	
33	Friendfield Area	316 Amelia St	
34	Airport Area	999 Aviation	
35	Wedgefield	97 Daniel Morrall Lane	
36	Wedgefield	106 Governor Boone Ln	
37	North Santee	240 Damarka Dr	
38	Hwy 701	2448 N. Fraser St	
39	Parsons Garden	99 Garden Ave	
40	Parsons Garden	379 Jacobs Ave	
41	Pawleys Area	196 March Lane	
42	MLK Road Area	1350 Martin Luther King Rd	
43	Heritage	467 Heston Point Dr	
44	Pawleys Plantation	505 Savannah Dr	
45	Petigru	48 Deer Moss Court	
46	South Litchfield Area	13138 Ocean Hwy	
47	Pawleys Area	Coachman Dr/Page Ln	
48	DeBordieu	773 Wallace Pate Dr	
49	Andrews Wire Area	185 Wire Dr	
50	Litchfield Plantation/River Club	Kings River Rd/All Saints	
51	Litchfield Country Club	17 Racquet Club Dr	
52	South Litchfield Area	121 Sea Level Loop	
53	Yauhannah Area	20281 N. Fraser St.	

Owner **GCWSD**

Contractor _____

	LOCATION	911 ADDRESS (CLOSEST)	Cost
54	Choppee Area	410 Ledan Ct.	
55	Choppee Area	1683 Postfoot Cl	
56	Choppee Area	1419 Postfoot Cl	
57	Dunbar Area	254 Jobie Classroom Dr	
58	Dunbar Area	122 Linen Loop	
59	Maryville Area	1209 PennyRoyal Rd	
60	Georgetown	Georgetown Office	
61	Andrews	51 Hardee St	
62	Andrews	Hwy 521 (9 mile curve to Wire Rd)	
63	Dunbar	44 Andrews Dr	
64	Pawleys	97 Otis Drive	
65	Georgetown	2779 N. Fraser (Westvaco)	
66	Litchfield	14427 Ocean Hwy (BiLo)	
67	Georgetown	Hwy 51 Robert Barker WTP	
68	Pawleys Area	219 Moss Dale Lane	
69	Pawleys Area	17 Club Circle Drive	
71	Murrells Inlet	4587 Lilac Place	
71	Pawleys Area	Pawleys Office	
72	Pawleys Area	Pawleys Office Retention Pond 1	
73	Pawleys Area	Pawleys Office Retention Pond 2	

TOTAL

§ 3.3 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

§ 4.1 The Owner shall pay the Contractor, no later than 14 days following the receipt of detailed, monthly invoices detailing the 1)site number; 2)site description; 3)date cleared; 4)individual line item price as indicated in Section 3.2., and verification of satisfactory Work completed, based on inspection by Owner.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at 1.5% per month.

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide Contractor’s general liability and other insurance as follows:

Workers Compensation (WC)	Statutory Limits – required in all contracts
Employers Liability – per accident	\$100,000
Bodily injury by accident – per employee	\$500,000
Bodily injury by disease – per employee	\$500,000

Owner GCWSD

Contractor _____

Policy limits	\$500,000
Commercial General Liability (CGL)	
Each occurrence	\$500,000
Aggregate Limit	\$500,000

§ 5.2 The Owner shall provide property insurance to cover the value of the Owner’s property, including any Work provided under this Agreement. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner’s property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor’s obligations under Section 8.12.

§ 5.4 Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work.

§ 5.5 Unless specifically precluded by the Owner’s property insurance policy, the Owner and Contractor waive all rights against each other for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 9.

§ 6.2 THE WORK

The term “Work” means the services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor’s obligations.

§ 6.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

ARTICLE 7 OWNER

§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

Owner GCWSD

Contractor _____

§ 7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

§ 7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 7.4.1 The Owner reserves the right to perform operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 The Contractor shall provide the Owner with detailed work schedules in a timely manner in order to ensure coordination of easement site marking by District personnel.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective Work shall be borne by the party responsible therefor.

ARTICLE 8 CONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the various sites, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Owner.

§ 8.2 CONTRACTOR'S SCHEDULE

The Contractor, after being awarded the Contract, shall begin the Work in accordance with the Work Plan presented as part of the proposal process, and shall complete the Work as detailed in Section 3.2 of this Agreement, no later than March 31, 2021. Failure to substantially complete the Work by March 31, 2021 shall result in a penalty of \$100 as **liquidated damages** unless the Owner has agreed, in writing, to a contract time extension or other adjustment in keeping with Section 9.1.

§ 8.3 SUPERVISION AND PROCEDURES

§ 8.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor shall not contract with any subcontractor or supplier to whom the Owner has made a timely and reasonable objection.

Owner GCWSD

Contractor _____

§ 8.4 LABOR AND MATERIALS

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 USE OF SITE

The Contractor shall confine operations at each of the sites to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.6 CLEANING UP

The Contractor shall keep the premises and surrounding areas at each site free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, equipment, machinery, and material; and shall properly dispose of waste materials.

§ 8.7 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 CHANGES IN THE WORK

§ 9.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 9.2 If concealed or unknown physical conditions are encountered at any of the sites that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 10 TIME

§ 10.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 10.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

Owner GCWSD

Contractor _____

ARTICLE 11 PAYMENTS AND COMPLETION

§ 11.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 11.2 MONTHLY PAYMENT FOR WORK PERFORMED

The Contractor is responsible for accurate reporting of work performed by invoice in accordance with Article 4 of this Agreement.

§ 11.3 FINAL COMPLETION AND FINAL PAYMENT

§ 11.3.1 Upon receipt of an invoice from the Contractor marked "FINAL" and including the final subset of water and sewer line easement sites, the Owner will inspect the Work. When the Owner finds the Work acceptable and the Contract fully performed, the Owner will promptly issue final payment.

§ 11.3.2 Final payment shall not become due until the Contractor submits to the Owner releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§ 11.3.3 Acceptance of final payment by the Contractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice

ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 13 CORRECTION OF WORK

§ 13.1 The Contractor shall promptly correct Work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work.

§ 13.2 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

Owner GCWSD

Contractor _____

§ 14.2 GOVERNING LAW

The Contract shall be governed by the law of the State of South Carolina.

ARTICLE 15 TERMINATION OF THE CONTRACT

§ 15.1 TERMINATION BY THE CONTRACTOR

If the Owner fails to issue payment as provided in Article 4 for a period of 30 days, through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover, from the Owner, payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 15.2 TERMINATION BY THE OWNER FOR CAUSE

§ 15.2.1 The Owner may terminate the Contract if the Contractor

1. repeatedly refuses or fails to supply enough properly skilled workers or proper equipment;
2. fails to make payment to subcontractors in accordance with the respective agreements between the Contractor and the subcontractors;
3. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
4. is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 15.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

Owner GCWSD

Contractor _____

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, the Agreement in two (2) counterparts, each of which shall be deemed an original, in the year and day first above written.

GEORGETOWN COUNTY WATER & SEWER DISTRICT

By: _____
Raymond E. Gagnon, P.E.
Executive Director / CEO

ATTEST:

(Printed Name)

Contractor

By: _____

(Printed Name)

(Title)

ATTEST:

(Printed Name)

STATE OF SOUTH CAROLINA) **ADDENDUM TO CONTRACT BETWEEN**
) **GEORGETOWN COUNTY WATER AND SEWER**
COUNTY OF GEORGETOWN) **DISTRICT AND _____**

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH THE
SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT**

Contractor, by signing below, hereby certifies that Contractor shall comply with all applicable requirements of the South Carolina Illegal Immigration Reform Act, S.C. Code Ann. §41-8-10 (2007) et seq., (the "Act"), and that Contractor covenants and agrees as follows:

1. Contractor shall not knowingly or intentionally employ any unauthorized alien and, unless excluded from coverage of the "Act", shall verify the work authorization of all new hirers performing work under the Contract by either:
 - (a) registering and participating in the Federal Work Authorization Program (E-verify) and verifying the work authorization of every new yearly hired employee within five (5) business days after employing employee; or
 - (b) employing only workers who, at the time of said employment:
 - I. possess a valid South Carolina driver's license or identification card; or
 - II. are eligible to obtain a South Carolina driver's license or identification card by providing proof of name, social security number and date and place of birth; or
 - III. possess a valid driver's license or identification card from another state deemed by the Executive Director Department of Motor Vehicles to have requirements at least as strict as those in South Carolina.

Contractor may choose either option 1(a) or option 1(b) but acknowledges that Contractor cannot use both.

2. Contractor agrees to provide to the District all documentation requested by it to establish either:
 - (a) the applicability of the South Carolina Illegal Immigration Reform Act to Contractor; or
 - (b) compliance with the South Carolina Illegal Immigration Reform Act by Contractor.
3. Contractor agrees to include in any contracts with its subcontractors language requiring its subcontractors to:
 - (a) comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws; and

Owner GCWSD

Contractor _____

(b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

4. Contractor acknowledges and agrees that it shall comply with requirements of the Immigration Reform and Control Act of 1986 including the non-discrimination provisions thereof, and shall complete all required I-9 documentation for all workers employed by it.
5. Contractor certifies it shall comply with all state, federal, and local laws, rules, regulations and orders applicable to it in performance of work under the Contract and that the indemnification provisions of Paragraph 7 of the Contract apply to this Addendum.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials this Addendum in duplicate, on this ___ day of _____, 2020.

ATTEST:

CONTRACTOR:

By: _____

Its: _____

ATTEST:

OWNER: Georgetown County Water and Sewer District

By: _____

Raymond E. Gagnon, P.E.
Executive Director / CEO

CHECKLIST FOR PROPOSAL PACKAGE

- Contractor Profile**
- Contractor History**
- References**
- Proposed Work Plan**
- Statement of Qualifications**
- List of Equipment**
- Cost Proposal Form/Schedule**

TITLE 44: CHAPTER 107

THE DRUG-FREE WORKPLACE ACT

FROM THE UNANNOTATED SOUTH CAROLINA CODE OF LAW, Current through 2009 Session

SECTION 44-107-10. Short title.

This chapter may be cited as “The Drug-free Workplace Act”.

SECTION 44-107-20. Definitions.

As used in this chapter:

(1) “Drug-free workplace” means a site for the performance of work done in connection with a specific grant or contract of an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this chapter.

(2) “Employee” means the employee of a grantee or contractor engaged in the performance of work pursuant to the provisions of the grant or contract.

(3) “Controlled substance” means a controlled substance in Article 3, Chapter 53 of this title.

(4) “Conviction” means a finding of guilt, including a plea of nolo contendere or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

(5) “Criminal drug statute” means a criminal statute involving manufacture, distribution, dispensation, use, or possession of any controlled substance.

(6) “Grantee” means the department, division, or other unit of a person responsible for the performance under a grant.

(7) “Contractor” means the department, division, or other unit of a person responsible for the performance under a contract with a state agency.

SECTION 44-107-30. Certification that drug-free conditions exist required for eligibility for certain state grants and contracts.

No person, other than an individual, may receive a domestic grant or be awarded a domestic contract for the procurement of any goods, construction, or services for a stated or estimated value of fifty thousand dollars or more from any state agency unless the person has certified to the using agency that it will provide a drug-free workplace by:

- (1) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- (2) establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the person's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) the penalties that may be imposed upon employees for drug violations;
- (3) making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by item (1);
- (4) notifying the employee in the statement required by item (1) that, as a condition of employment on the contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
- (5) notifying the using agency within ten days after receiving notice under item (4)(b) from an employee or otherwise receiving actual notice of the conviction;
- (6) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required by Section 44-107-50; and
- (7) making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).

SECTION 44-107-40. Individual required to certify absence of drug-related activity to qualify for state grant or contract.

No state agency may enter into a domestic contract or make a domestic grant with any individual for a stated or estimated value of fifty thousand dollars or more unless the contract or grant includes a certification by the individual that the individual will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

SECTION 44-107-50. Required response to employee's conviction of drug-related offense.

A grantee or contractor shall, within thirty days after receiving notice from an employee of a conviction pursuant to Article 3, Chapter 53 of this title:

- (1) take appropriate personnel action against the employee up to and including termination; or

(2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for the purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

SECTION 44-107-60. Conditions justifying suspension or termination of state grant or contract.

Each domestic contract or domestic grant awarded by a state agency is subject to suspension of payments or termination or both, and the contractor or grantee under the contract or grant or the individual who entered the contract with or received the grant from the state agency, as applicable, is subject to suspension or debarment in accordance with Section 11-35-4220 if the appropriate Chief Procurement Officer, as defined in Section 11-35-310(5), determines that:

(1) the contractor or grantee has made a false certification under Section 44-107-30 or 44-107-40;

(2) the contractor or grantee violates the certification by failing to carry out the requirements of Section 44-107-30(1), (2), (3), (4), (5), and (6);

(3) the contractor or grantee does not take appropriate remedial action against employees convicted on drug offenses as specified in Section 44-107-50; or

(4) the number of employees of the contractor or grantee who have been convicted of violations of criminal drug statutes for violations occurring in the workplace reasonably indicates that the contractor or grant recipient has failed to make a good faith effort to provide a drug-free workplace as required by this chapter.

SECTION 44-107-70. Duration of debarment.

Upon issuance of any final decision under this chapter requiring debarment of a contractor, grantee, or individual, the contractor, grantee, or individual is ineligible for award of any contract or grant by any state agency for a period specified in the decision of at least one year but not to exceed five years.

SECTION 44-107-80. Technical assistance with implementation.

Upon request, the Department of Alcohol and Other Drug Abuse Services shall provide technical assistance to any state agency to assist with the implementation of this chapter. Additionally, upon request, the names and addresses of contractors and grantees providing a drug-free workplace pursuant to this chapter must be provided to the department.

SECTION 44-107-90. Failure to comply with this chapter not grounds for protest.

Failure to comply with any provision of this chapter shall not be grounds for any protest under Section 11-35-4210.

AERIAL PHOTOGRAPHS
